



Liz Freeman
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December 5, 2022

Melissa Haselden,
Subchapter V trustee for the estate of Free Speech Systems, LLC
mhaselden@haseldenfarrow.com

Re: Retention of Counsel

Dear Melissa:

GENERAL. I am very pleased that you have asked me through my firm, The Law Office of Liz Freeman, PLLC (the “Firm”) to continue to represent you in your role Subchapter V trustee for the estate of Free Speech Systems, LLC, (the “Client”).

This retention letter (this “Agreement”) sets forth the terms of the Client’s retention of The Law Office of Liz Freeman, PLLC to provide legal services and constitutes an agreement between the Firm and the Client (collectively, the “Parties,” and each a “Party”). This Agreement sets forth the Parties’ entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where the Parties otherwise agree in writing.

FEES. The Firm’s fees are determined principally on the basis of my time at hourly rates. My hourly rate is reflective of my experience and expertise. My rate will remain as was previously approved by the Court, \$750 per hour.

EXPENSES. Reasonable expenses related to services will be included in fee statements. They may include third-party disbursements, such as travel expenses, messenger charges, and filing and recording fees, and other costs. It is my intent to bill any expenses to the client at cost without mark-up. To the extent there may be large third-party disbursements, such as expert fees and expenses, mediation and arbitration fees, deposition costs, and substantial travel expenses, The Firm may ask that the client be responsible for paying them directly. However, the client will only be responsible for such advance payment if it so agrees in advance in writing. The Client may request supporting documentation for any expense included on any statement. The Client will not be required to reimburse such expense until reasonably satisfactory supporting documentation is provided.

STATEMENTS. The Firm’s statements are rendered monthly and are due upon receipt (**subject to bankruptcy court approval**).

RETAINER. No retainer is requested.

CLIENT. In this engagement, the Firm’s principal representation is of the Client. Unless specifically agreed to by us in a letter like this one, we will not be representing other persons or

entities, including any directors, shareholders, officers or related entities, or their subsidiaries, affiliates, or shareholders in connection with a restructuring proceeding. The Client is free to terminate this engagement at any time, as is the Firm. If the engagement is terminated, the Client will remain responsible for the payment of fees and expenses incurred until termination in accordance with this agreement, and, if court approval is required, both of us will cooperate seeking it.

CONFLICTS. Based on information provided to us, the Firm does not currently represent any entities or affiliates that may have direct or indirect claims against the Client.

The Firm and you understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. The Firm recognizes that it is disqualified from representing any other client with interest materially and directly adverse to yours (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. You agree that our representing you in this matter will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

NO GUARANTEE OF SUCCESS. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of the Client's matter are simply expressions of judgment and are not binding on the Firm.

GOVERNING LAW. This engagement will be governed by Texas law. In addition, there may be times when we hold or transfer money on the Client's behalf. In those situations, our relationship will also be subject to a variety of Texas and U.S. government requirements, including reporting requirements.

MISCELLANEOUS. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

If you have any questions concerning this letter or the engagement, please do not hesitate to call.

Sincerely,

Elizabeth C. Freeman

Agreed to and accepted on _____, 2023.

MELISSA HASELDEN, SUBCHAPTER V TRUSTEE FOR FREE SPEECH SYSTEMS LLC

By:  _____

Name: Melissa Haselden

Title: Subchapter V Trustee

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.